

Exhibit A

Settlement Agreement

This final legal settlement agreement is made by and between Carlton Loeber and AMIDAC RAIL Inc. "Company" in regard to \$13,000 loan made by Carlton Loeber to Company. As of today, Company has made the following payments in good faith to Carlton Loeber:

| Payment Description/Details | Date | Amount (\$) |
|-----------------------------------|------------|-------------------|
| Payment to Valerie Wells Fargo | 7/27/2018 | 1,300 |
| Payment to to Valerie Wells Fargo | 8/25/2018 | 400 |
| Cash to Carlton Loeber | 11/4/2019 | 220 |
| Cash to Carlton Loeber | 11/4/2019 | 220 |
| Cash to Carlton Loeber | 11/12/2019 | 400 |
| Cash to Carlton Loeber | 12/11/2019 | 200 |
| Cash to Carlton Loeber | 12/20/2019 | 400 |
| Cash to Carlton Loeber | 1/6/2020 | 400 |
| Wire Transfer to Carlton Loeber | 1/17/2020 | 220 |
| Zelle Payment to Carlton Loeber | 1/21/2020 | 125 |
| Cash to Carlton Loeber | 1/23/2020 | 100 |
| Wire Transfer Fee | 1/17/2020 | -15 |
| | Total Paid | \$3,970.00 |

Company owes Carlton Loeber the balance of principle loan of \$9,030, plus an additional \$3,500 in profit sharing as of January 28, 2020 per agreement signed by Carlton Loeber and Ameer Alghusain in 2018 for Boston wires deal. The total sum pf owed payment to Carlton Loeber is \$12,530.00.

Payment schedule shall be as follow, made by Zelle or ACH transfer to Carlton Loeber personal bank account at Chase Bank as the following payment plan:

| Monthly Payment | Date Date | Amount (\$) |
|-----------------|--------------------------|--------------------|
| February 2020 | 02/15/2020 | 1,000 |
| March 2020 | 03/15/2020 | 1,000 |
| April 2020 | 4/15/2020 | 1,500 |
| May 2020 | 5/15/2020 | 1,500 |
| June 2020 | 6/15/2020 | 1,500 |
| July 2020 | 7/15/2020 | 1,500 |
| August 2020 | 8/15/2020 | 1,500 |
| September 2020 | 9/15/2020 | 1,500 |
| October 2020 | 10/15/2020 | 1,530 |
| | Total to be paid in 2020 | \$12,530.00 |

This settlement agreement is final and all prior agreements between Ameer Alghusain and Carlton Loeber shall be voided upon the fulfillment of this payment plan. Carlton Loeber shall not hold Ameer Alghusain and/or Company liable for any further debt and shall dismiss all actions immediately.

Company will have the option to pay the above amount to Carlton Loeber earlier without penalty.

This settlement agreement is made under the state of California laws. Both parties agree to keep this agreement confidential and never share it with any other party without the approval of both parties. This agreement cannot be altered or modified without the approval of both parties. Both parties agree to never cause harm to the business nature of Company.

Signed by both parties in San Jose, Santa Clara County, California on February 1, 2020 by:

AMIDAC Rail Inc.

By: Ameer Alghusain

Title: _____

Date: _____

By: Carlton Loeber

Title: _____

Date: _____



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA**

MINUTE ORDER

Ameer Alghusian vs Carl Loeber

20CH009291

Date of Hearing: 06/30/2020

Hearing Start Time: 9:00 AM

Hearing Type: Order to Show Cause: RO CH,
WV, SV

Comments:

Heard By: Overton, Carol
Courtroom Reporter: Lisa Brown

Location: Department 11
Courtroom Clerk: Melanie Bueno
Court Interpreter:
Court Investigator:

Parties Present:

Alghusian, Ameer
Loeber, Carl

Plaintiff
Defendant

Future Hearings:

Exhibits:

- Mediation is held and a settlement is reached.

The Court voir dire the parties.

Stipulation is signed by the Court.

ATTACHMENT CV-5058 #10

| | | |
|--|-------------------|---|
| ATTORNEY OR PARTY WITHOUT ATTORNEY (NAME AND ADDRESS) | TELEPHONE NUMBER: | FOR COURT USE ONLY FILED 2020 JUN 30 P 12:13 CLERK OF THE COURT SUPERIOR COURT OF CA COUNTY OF SANTA CLARA M. Sorum |
| ATTORNEY FOR (Name): | | |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA STREET ADDRESS: 191 North First Street MAILING ADDRESS: 191 North First Street CITY AND ZIP CODE: San José, California 95113 BRANCH NAME: Downtown Courthouse | | |
| PETITIONER: Ameer Alghusian RESPONDENT: Carl Loeber OTHER PARTY: | | |
| STIPULATION AND ORDER <input type="checkbox"/> Modification | | CASE NUMBER: 20CH009291 DEPARTMENT: 11 |

1. ☐ Not based on a hearing
☒ Today's Hearing (date) 06/30/2020

2. Judge: Hon. Carol Overton

3. Parties/Attorneys:

- ☒ Petitioner present in court ☐ Petitioner's attorney present: _____
☒ Respondent present in court ☐ Respondent's attorney present: _____
☐ Other party present in court ☐ Other party's attorney present: _____

Do not use this form for Civil Harassment Restraining Order after Hearing.
Those orders must be made on form CH-130.
In addition, do not use this form for Continuance and Reissuance.
Those orders must be made on form CH-116.

4. The parties agree that the Court will make orders about the following items:

- Other orders: ☒ See Attachment ☐ Not Applicable
 Attorney's fees and costs: ☐ See Attachment ☐ Not Applicable

Petitioner AP
 Respondent CL

ATTACHMENT CV-5058

| | |
|-----------------------------|--------------|
| PETITIONER: Ameer Alghusian | CASE NUMBER: |
| RESPONDENT: Carl Loeber | 20CH009291 |

We have read this entire Stipulation and Order, including all Attachments. We understand it fully and ask that the Court make our stipulation the Court's orders. We give up the right to all further notice of this order.

Date: 6/30/2020

 Petitioner

Date: _____

☐ Attorney for PetitionerDate: 6/30/20

 Respondent

Date: _____

☐ Attorney for Respondent

Date: _____

☐ Other party: _____

Date: _____

☐ Attorney for Other party: _____**Interpreter Witness Declaration**

☐ **Interpreter:** The ☐ Petitioner ☐ Respondent ☐ Other party is unable to read or understand this Stipulation and Order and its attachments because:

a. ☐ his/her primary language is (specify):b. ☐ other (specify):

I certify under penalty of perjury under the laws of the State of California that I have, to the best of my ability, read or translated for the ☐ Petitioner ☐ Respondent ☐ Other party this Stipulation and Order including all attachments. He or she said they understood this Stipulation and Order and its attachments before signing them.

Date

Interpreter's printed name

Interpreter's signature

ORDER

The Court approves the terms stipulated and agreed to by the parties in this document and makes them court orders.

Date: JUN 30 2020

 Judicial Officer of the Superior Court
Carol OvertonPetitioner Respondent 

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|--|----------------------------|
| Case Name: Ameer Alghusian vs Carl Loeber | Case Number: 20CH009291 |
|--|----------------------------|

ATTACHMENT A

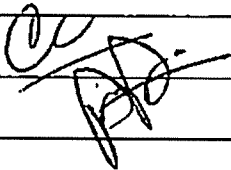
1. The people named above, and whose initials are at the bottom of this page, agree that there is no reason for either of them to have any contact with each other.
2. Both parties agree to have no contact with each other, including face to face, email, text, other electronic means, or through another person.
3. Both parties agree to not post negative or other comments about each other on public media.
4. Both parties agree to stay away from each other, and each other's homes, and to take reasonable measures to avoid coming in contact with each other.
5. If the parties meet accidentally or publicly, they agree to keep a respectful distance from each other and have no physical or verbal contact. Parties agree that they will treat each other with civility, as if they were strangers.
6. While understanding that they cannot control the behavior of others, the parties agree to encourage friends and relatives to follow the spirit of this agreement.
7. This agreement expires on 06/30/2023. Once this agreement expires, the parties expect the agreed-to good behavior to continue into the future.

8. Respondent agrees to stay away from Petitioner's worksite or home.

9. Respondent agrees not to contact any of Petitioner's immediate family members.

10. Respondent agrees not to contact the rail agencies VTA, Herzog Railroad Inc. and Caltrain that Petitioner has or had business with.

11. For preparation of legal proceedings only, Respondent is not barred from contacting Petitioner's current business partners.



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| Case Name: Ameer Alghusian vs Carl Loeber | Case Number: 20CH009291 |
|--|----------------------------|

ATTACHMENT TO STIPULATION AND ORDER


ACKNOWLEDGMENTS

The parties acknowledge that:

1. They are voluntarily entering into this Stipulation and Order which will be presented to the Court for the Judge's signature.
2. They have read and understood this Stipulation and Order and every provision therein.
3. This Stipulation and Order represents the exact terms of their agreement.
4. As a result of the agreement contained in this Stipulation and Order, neither party acknowledges past liability or fault.
5. This Stipulation and Order is the parties' agreed commitment to future behavior as stated.
- ~~6. The temporary restraining order expires when this Order is signed by the Judge and is replaced by this Stipulation and Order, which is a contractual agreement and not a California Law Enforcement Telecommunication System (CLETS) Restraining Order.~~
7. Petitioner understands that while s/he retains rights to law enforcement protections, s/he cannot enforce the provisions of this Stipulation and Order by calling law enforcement.
8. Parties understand that proven violations of this Stipulation and Order may be considered contempt of court and subject him/her to civil and criminal penalties (fines/jail) time.
9. Parties have the right to ask the Court today for time to consult their own private attorney about this Stipulation and Order and understand the Court has discretion as to whether or not to grant a continuance for this purpose.
10. This agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement.

THE FOREGOING IS AGREED TO BY:

DATE: 6/30/2020

SIGNATURE: 
Petitioner

DATE: 6/30/20

SIGNATURE: 
Respondent

DATE: _____

SIGNATURE: _____